

WILLIAM MEADOWS

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE MIDDLE DISTRICT OF ALABAMA
3 SOUTHERN DIVISION

ORIGINAL

4
5 CIVIL ACTION NO.: 1:05-CV-1091-MBF-VPM
6

7 WILLIAM MEADOWS and JEANIE MEADOWS,
8 Plaintiffs,

9 vs.

10 THE MEGA LIFE and HEALTH INSURANCE
COMPANY, and its agent, MICHAEL JOSHUA
11 MILFORD, et al.,
12 Defendants.
13

14 S T I P U L A T I O N S
15

16 IT IS STIPULATED AND AGREED by and
17 between the parties, through their
18 respective counsel, that the videotaped
19 deposition of WILLIAM MEADOWS, may be taken
20 before FRANCY HUGULEY HOPSON, Commissioner,
21 at the Law Office of Dwain Hartwick, 105 E.
22 College Street, Enterprise, Alabama, on the
23 17th day of February, 2006.

Exhibit A

WILLIAM MEADOWS

1 buildings I put up were not for -- for farm
2 purposes.

3 Q Okay.

4 A They were commercial.

5 Q Okay. But let's say like working at
6 McDonald's or Wal-Mart?

7 A No. No. No. No.

8 Q Nothing like that?

9 A (Witness shakes head negatively.)

10 Q Most of your employment, since the
11 time you were seventeen, when you started to
12 work with Harrison and Ellis, up through
13 today, has been in the construction
14 industry; is that correct?

15 A Right.

16 Q How far did you go in school?

17 A I don't remember whether I went to
18 the ninth or the tenth. But I didn't finish
19 to, whichever one it was.

20 Q Have you ever gone back and gotten
21 your GED?

22 A No, sir.

23 Q Can you read and write?

WILLIAM MEADOWS

1 A Fair.

2 BY MR. BRADSHAW: What did you say?

3 THE WITNESS: Fair.

4 Q (BY MR. LAMPKIN:) If there's
5 something that you can't read and
6 understand, who do you rely on to read it
7 and tell you what it's about?

8 A I try to figure it out myself.

9 Q Okay. Do you ever rely on your
10 wife?

11 A No.

12 Q What about your son?

13 A No.

14 Q On some of this machinery that
15 you're operating on, or performing
16 maintenance and repairs on at Sessions, do
17 you have ever have to refer to any sort of
18 manual or book on it?

19 A No.

20 Q Okay. Do you ever read like any
21 type of magazines, or newspapers, or
22 something just --

23 A Sometimes I'll read through the

WILLIAM MEADOWS

1 with the time doings, and things like that.

2 And I don't really --

3 Q I'm just asking -- Mr. Meadows, I'm
4 just asking from the best of your memory.

5 Your wife may remember this a lot better.

6 And I'm going to talk to her in just a
7 little bit. And I just want the best you
8 can recall. Okay?

9 Just do the best you can on times. I'm
10 not going to hold you to exact times on
11 something like that.

12 A That's like the medicines, I don't
13 -- I don't know what medicines I'm taking.

14 Q Well, I'll ask your wife about that.
15 I don't know that that's all that crucial.
16 But I'm just trying to get an idea.

17 Mr. Meadows, tell me how it came about
18 that you purchased the Mega policy.

19 A Well, we were hunting -- I guess you
20 could say we were hunting some insurance.
21 And we saw some advertisement on TV. And I
22 think we saw -- got some brochures or
23 something. I don't recall exactly. And we

WILLIAM MEADOWS

1 got it.

2 Q Okay. Do you know if y'all called
3 an eight-hundred number, and then somebody
4 came out? Or did somebody just show up and
5 knock on the door or --

6 A We contacted them.

7 Q Okay. You contacted them. And then
8 somebody came out?

9 A Yeah.

10 Q Okay. And that -- was the first
11 person that came -- let me ask you this.
12 Was the only person that came out Michael
13 Milford?

14 A As far as I can remember, yes.

15 Q Can you describe Mr. Milford for me;
16 what's he look like?

17 A I couldn't tell you.

18 Q Well, was he --

19 A I mean -- you know, I came in from
20 work. Met with him. He described -- you
21 know, he told us who he was. But I couldn't
22 tell you if he walked in that door.

23 Q You wouldn't recognize him if you

WILLIAM MEADOWS

1 -- he marked in the papers for us.

2 Q Okay.

3 A He explained some stuff.

4 Q Okay. What do you recall -- and let
5 me ask you this. As I understand it, what
6 y'all signed up for was a plan that provided
7 a three-hundred-dollar room and board
8 benefit and a two-thousand-dollar deductible
9 based on the application. Do you recall him
10 going over that information with you?

11 A He may have. I don't -- like I say,
12 I -- I didn't get in too much or -- that I
13 can remember. We didn't get into much. We
14 was wanting coverage. And when he asked did
15 we have -- in some of his questions -- any
16 prior illnesses or whatever, I remember
17 telling him, yes, and explaining to him what
18 we had.

19 Q Okay. So in going through -- you
20 remember him going through the application.
21 The copy that I have is Bates labeled
22 ME000064 through 65 -- no, excuse me -- 66,
23 it looks like.

WILLIAM MEADOWS

1 A You know, I don't -- I don't
2 remember any of the specifics here.

3 Q That's fine. That's all I'm asking
4 -- that's all I'm asking you to tell me.
5 But you do recall there was a discussion
6 about whether you'd had any prior medical
7 conditions?

8 A Right.

9 Q And if we look on -- is any of the
10 writing on here on this application, which
11 I've already previously identified by Bates
12 label -- is any of that writing on there
13 yours?

14 A It looks like that right there is
15 mine.

16 Q Is that your --

17 A It looks like my signature.

18 Q Does that like your signature?

19 A It looks about like it.

20 Q Okay. And I notice that we've got
21 some conditions listed. It looks like high
22 blood pressure, bladder.

23 A Yeah.

WILLIAM MEADOWS

1 Q I can't read it from over there. It
2 says bladder problem and then cholesterol?

3 A Yeah.

4 Q High blood pressure being yours,
5 cholesterol being yours, and then the
6 bladder problem being your wife's. Do you
7 recall a discussion about that?

8 A If I remember correctly, this is
9 what led to the two-year -- I don't know
10 what you call it -- rider, or whatever it
11 is -- two years of not being covered.

12 Q What -- tell me what you recall the
13 discussion being after you and your wife
14 advised Mr. Milford of those medical
15 conditions?

16 A It seemed like he told me -- well,
17 he did. He said he wrote it down. It
18 seemed like he told me that it wouldn't be
19 any problem, that it would probably be --
20 again, I don't -- I don't know the word.

21 But there would be a -- that wouldn't be
22 covered. We wouldn't -- I wouldn't be
23 covered for heart doings, and Jeanie would

WILLIAM MEADOWS

1 not be covered for her bladder doing on a
2 pre-existing for two years.

3 And when he came back with the
4 paperworks after the first deal, then he --
5 he showed me. And that it would not -- he
6 said it'd probably be a two-year deal. And
7 he showed me that in the deal, it was going
8 be -- we would not be covered for two years.

9 Q Okay.

10 A And it's highlighted in some of the
11 paperworks somewhere.

12 Q Are you saying that Mr. Milford came
13 back and brought you the paperwork on the
14 policy? Or did you get that in the mail?

15 A Did he not come back twice? I'm
16 sorry.

17 Q Well, you tell me what you remember.

18 A It seemed like he brought -- he came
19 twice. I don't -- I don't remember whether
20 I met with him. I know I did. But,
21 anyway -- I don't remember.

22 Q Okay.

23 A But I remember him talking about we

WILLIAM MEADOWS

1 wouldn't be covered --

2 Q Okay.

3 A -- on that for two years. And it
4 was highlighted.

5 Q And you understood that this was an
6 application, right, and it had to be
7 approved by the company first?

8 A That's what he asked. If I'm right,
9 that's the one that he filled out, that we
10 had to tell him what our pre-existings were,
11 and stuff like that.

12 Q Okay. Well, look right here. If
13 you look, it says declarations and
14 agreements. I agree that -- I need to find
15 a copy, so I can kind of read along.

16 A I haven't got my glasses.

17 Q You can't -- you can't read it
18 because you don't have your glasses?

19 A I can read it enough to follow along
20 with you.

21 Q Okay. Let's look at: I agree to
22 that. And then it says A. But skip down to
23 C. The agent does not have authority on

WILLIAM MEADOWS

1 behalf of the company to accept this or to
2 make or offer or amend a coverage, or to
3 extend the time for making any payment due
4 on such coverage, correct?

5 A I read that.

6 Q Can you read that?

7 A Yep.

8 Q And you signed that below with your
9 signature, right?

10 A Yep.

11 Q But you understood that this was
12 going to have to be sent in, and the company
13 would have to make a decision --

14 A Right.

15 Q -- whether they were going to
16 provide the coverage?

17 A Right.

18 Q Okay. We're talking at the same
19 time. And it makes her job tougher. Let me
20 finish my question, and then answer. Okay?

21 Now, do you recall -- is there anything
22 else that Mr. Milford said that -- at that
23 time, back in March of -- I believe it's

WILLIAM MEADOWS

1 about it -- like I say, I don't remember too
2 much about it. But the only thing I
3 remember about it was that we were shown --
4 or I was shown that we got a two-year --
5 that it wouldn't be covered.

6 Q Okay.

7 A I was under the impression of --
8 after two years, that I would be -- not only
9 me, but Jeanie also, that after the two
10 years, that we would be covered. And
11 that's -- that's the reason that we went
12 with the coverage.

13 Q The reason -- what was it that was
14 said that made you think that you would have
15 coverage after two years? And I assume you
16 mean coverage for the conditions listed --

17 A Right.

18 Q -- on the application?

19 A Right.

20 Q What was it that was said exactly
21 that led you to believe that you would have
22 coverage after two years?

23 A The highlighted area.

WILLIAM MEADOWS

1 Q The highlighted area. Okay. And
2 that highlighted area -- I don't have it yet
3 -- is actually contained in the policy,
4 correct?

5 A It's in the papers that we were
6 given, yeah.

7 Q Were you given those papers on March
8 12, 2002?

9 A Datewise, I couldn't tell you.

10 Q Were you given those papers later on
11 when -- at some later point?

12 A I don't know. I don't know.

13 Q The reason I ask is because what I
14 saw on the documents that were produced,
15 being the highlighted area, was actually in
16 the policy that was issued, which Mr.
17 Milford would not have had on the day that
18 he met with you on March 12th, 2002. Do you
19 understand that?

20 A Yeah.

21 Q But he didn't leave the policy with
22 you, did he?

23 A I don't know.

WILLIAM MEADOWS

1 understand that, Mr. Meadows?

2 A I read this. Yes, I did. Now, the
3 only thing I can get out of it -- in talking
4 about pre-existing -- is the pre-existing
5 that we had. And, like I said, he told me
6 -- and I can't remember whether he said it'd
7 probably be a one- to two-year, or what it
8 was.

9 Q Okay. Well, let me go over this
10 with you. Do you see where it says --

11 A But I don't recall. I'm -- I'm
12 sorry.

13 Q Pre-existing condition means a
14 medical condition, sickness, or injury, not
15 excluded by name or specific description?

16 A Yeah.

17 Q Do you understand that?

18 A Yeah.

19 Q What that's saying is that a
20 pre-existing condition is something that's
21 not excluded by name or specific
22 description. Do you understand that?

23 A When it's not excluded?

WILLIAM MEADOWS

1 Q When it's not excluded by name or
2 specific description.

3 A That means the one that you had that
4 wasn't mentioned?

5 Q Right. That's not mentioned.

6 A Right.

7 Q Okay. So you understand that?

8 A I understand that part.

9 Q Okay. Do you recall if you received
10 your policy sometime in May of 2002?

11 A It seems like I remember we got the
12 policy.

13 Q Do you remember if you got that
14 policy in the mail or if --

15 A I -- I don't know.

16 Q You don't know?

17 A I don't.

18 Q We'll substitute that page when it
19 comes in, but we'll make this Exhibit 2.
20 I'm going to show you what I'm going to mark
21 as Defendants' Exhibit 2 to your deposition.
22 I can read it, barely.
23

WILLIAM MEADOWS

1 at it and see if he agrees with my
2 representation.

3 BY MR. BRADSHAW: I do, because I've
4 seen the other one.

5 Q (BY MR. LAMPKIN:) Okay. And you
6 don't know what came in that?

7 A (Witness shakes head negatively.)

8 Q You need to answer out loud.

9 A Oh, I'm sorry. No, I don't.

10 Q I'm going to mark this as Exhibit 3.

11

12 (Defendants' Exhibit No. 3 was
13 marked for identification and
14 copy of same is attached hereto.)

15

16 Q (BY MR. LAMPKIN:) And this is a
17 copy of the insurance policy that was in the
18 documents I looked at this morning, which
19 was a red, white and blue folder that your
20 attorney had. And this is going to be
21 Exhibit 3. This is your insurance policy.
22 Do you recollect receiving that sometime in
23 May of 2002?

WILLIAM MEADOWS

1 A I think we received something like
2 this here or this.

3 Q When you got that, did you look over
4 it?

5 A I read -- read over part of it.
6 There was a -- there was a -- the one that
7 we got had a -- had a highlighted area that
8 was shown to me.

9 Q You said it was shown to you. Who
10 showed it to you?

11 A I don't remember. It seems like
12 that the representative showed it to me when
13 he was making -- telling us that we wouldn't
14 have the coverage for two years.

15 Q Okay. If you look over at the first
16 page, you got -- it says ten-day right to
17 examine the certificate. I'm going to look
18 on over here, so you can look at that. It
19 says: It's important to us that you
20 understand and are satisfied with the
21 coverage being provided to you. If you are
22 not satisfied that this coverage will meet
23 your insurance needs, you may return this

WILLIAM MEADOWS

1 certificate to us at our administrative
2 office in North Richland Hills, Texas,
3 within ten days after you receive it. Upon
4 receipt, we will cancel your coverage as of
5 the certificate date, and refund all
6 premiums paid, and treat the certificate as
7 if it were never issued. Do you remember
8 reading that part of it?

9 A Yeah, I think I read that.

10 Q Okay.

11 A It seemed like I did.

12 Q And that's telling you that -- to
13 look over it, to make sure you're happy with
14 it. And if you're not, you can get your
15 money back, correct?

16 A Yeah. I understand it.

17 Q Now, do we have the pink copy now?
18 We will substitute page eight here. Look at
19 page eight. You might have to flip it over,
20 Mr. Meadows. And I'll represent to you that
21 this is under the definitions section of the
22 policy, which begins on page five.

23 And, again, it says, pre-existing

WILLIAM MEADOWS

1 condition. It's defining pre-existing
2 condition. It says, pre-existing -- tell me
3 if this is what the document says.

4 Pre-existing condition means a medical
5 condition, sickness, or injury, not excluded
6 by name or specific description, for which,
7 one, medical advice, consultation, or
8 treatment was recommended by or received
9 from a physician within the two-year period
10 before the effective date of coverage; or,
11 two, symptoms existed which would cause an
12 ordinarily prudent person to seek diagnosis,
13 care, or treatment, within the two-year
14 period before the effective date of
15 coverage. Is that what it says? Is that
16 what the document says?

17 A That's what the document says.

18 Q Okay. And that's what's highlighted
19 there, correct?

20 A (Witness nods head affirmatively.)

21 Q Is that right?

22 A Yes.

23 Q You had had previous medical

WILLIAM MEADOWS

1 BY MR. LAMPKIN: This is -- it's
2 just an endorsement.

3 BY MR. BRADSHAW: Wellness rider?

4 BY MR. LAMPKIN: No. This is the
5 endorsement that specifically excludes
6 coverage for heart and circulatory
7 conditions for Mr. Meadows, and bladder and
8 urinary system for Mrs. Meadows. It says
9 HEND 96.

10 BY MR. BRADSHAW: I'm sorry. Is it
11 toward the front?

12 BY MR. LAMPKIN: It's toward the --
13 it's kind of towards the -- it's kind of --
14 almost in the middle. It's just before the
15 Legend Prescription Drug Expense Rider.

16 BY MR. BRADSHAW: I got you, HEND
17 96.

18 Q (BY MR. LAMPKIN:) Mr. Meadows, I'm
19 going to ask you to look at that document
20 for a minute. It says it's an endorsement
21 attached to and made part of the policy
22 certificate, 053301047.

23 In consideration of issuance, the

WILLIAM MEADOWS

1 policy certificate is hereby amended and
2 modified as follows. There is no coverage
3 or benefits provided for losses due to any
4 disease or disorder of the heart and/or
5 circulatory system on Williams V. Meadows.
6 There is no coverage or benefits provided
7 for losses due to any disorder and/or
8 diseases of the urinary system on Jeanie L.
9 Meadows. Is that what it says?

10 A That's what it says.

11 Q Okay. You understand the best thing
12 for you -- you don't have coverage for
13 anything related to your heart or
14 circulatory system?

15 A Right.

16 BY MR. BRADSHAW: No, you asked him
17 what he understands. Let him finish his
18 answer.

19 BY MR. LAMPKIN: Okay.

20 THE WITNESS: I understood, when I
21 read that -- when I read this here, I
22 understand what that's saying.

23 BY MR. LAMPKIN: Okay.

WILLIAM MEADOWS

1 THE WITNESS: That there's no
2 coverage. But I also understand, when I
3 look back at the highlighted area, that that
4 means for two years. Now, that's -- that's
5 what I -- that's what I gathered.

6 Q (BY MR. LAMPKIN:) There's nothing
7 in this document that says anything about
8 two years, is there?

9 A Not in this one, no.

10 Q Okay. It says: There is no
11 coverage or benefits provided for losses due
12 to any disease and/or disorder of the heart
13 and/or circulatory system on William V.
14 Meadows?

15 A Right.

16 Q That's what it says, right?

17 A That's what it says.

18 Q Would you agree with me that heart
19 and circulatory system would be named or
20 specific description of parts of your body?

21 A Yeah.

22 Q Now, let's go back over to the
23 pre-existing condition -- which I think we

WILLIAM MEADOWS

1 need to read -- we can read in the two
2 years, which it's not two years. It's a
3 one-year.

4 A That's -- that's what I went by,
5 because that was what was highlighted.

6 Q Okay. Now, let's flip back over to
7 that. And that says, does it not -- let me
8 find my copy of it. Again, we're defining
9 pre-existing conditions. Pre-existing
10 condition means a medical condition,
11 sickness, or injury, not excluded by name or
12 specific description, correct?

13 A Yeah.

14 Q And over here, with this other
15 endorsement, diseases and disorders of your
16 heart and circulatory system are excluded by
17 name, aren't they?

18 A Uh-huh. (Witness indicates
19 affirmatively.)

20 Q Is that correct?

21 A According to that.

22 Q Okay. And you can -- you agree that
23 that's what that says?

WILLIAM MEADOWS

1 rely on part there of what he said in the
2 highlighted and ignore the other part of it.
3 If he's going to rely on that, he's bound by
4 the whole thing.

5 And it's very convenient to sit there
6 and say, I don't understand part of it,
7 whenever you've got not excluded by name or
8 specific description right there in your
9 face. And you know that there's an
10 exclusion by name and specific description.
11 You can't rely on part of it and not rely on
12 all of it.

13 BY MR. BRADSHAW: My object is not
14 to that part -- about that. My objection
15 is, you went back to this form and said, Mr.
16 Meadows, if you had read that. He told you
17 he read that, and then told you what he
18 understood it to mean.

19 Q (BY MR. LAMPKIN:) Mr. Meadows, you
20 understood today that this says there's no
21 coverage for your heart or circulatory
22 system, right?

23 A I understand that.

WILLIAM MEADOWS

1 Q And if you had read that back in
2 2002 -- it says the same thing today as it
3 said back in 2002, doesn't it?

4 A Right.

5 Q And you've had that document in your
6 possession since May of 2002?

7 A Yeah. But, like I told you a while
8 ago, I can read that, and that tells me that
9 I'm not covered.

10 Q Okay.

11 A But then when I read -- get back
12 over here, and it tells me my time frame --
13 then that tells me that after the time
14 frame, that tells me I'll be covered.

15 Q Okay.

16 A Or that's what I took it as.

17 Q That's what you took it as. But
18 that's not what the endorsement says, is it?

19 A That's not what that says.

20 Q And that being this endorsement that
21 excludes your heart and your circulatory
22 system?

23 A Right.

WILLIAM MEADOWS

1 Q I just want to define that.

2 A But when I go back over here, and I
3 saw the highlighted area, where it says for
4 two years, then that tells me that, you
5 know, you're not covered for two years.

6 Q Okay. So you assumed that, reading
7 those two together, you would not be covered
8 for two years?

9 A That's right.

10 Q Let me ask you something. And I
11 seemed to have misplaced it. In the
12 complaint -- your complaint admits that you
13 received your policy and a letter -- a
14 letter dated May 9, 2002. That's what your
15 complaint alleges. And I can't find my May
16 9, 2002, letter right now.

17 BY MR. BRADSHAW: Do you want a copy
18 of it?

19 BY MR. LAMPKIN: I've got it
20 somewhere. I just don't know where it is.

21 Q (BY MR. LAMPKIN:) Do you recall
22 receiving a letter, providing you with a
23 copy of your policy, and the letter was

WILLIAM MEADOWS

1 Q (BY MR. LAMPKIN:) And the complaint
2 in this case -- paragraph 9 -- specifically
3 admits that this letter was received by the
4 Meadowses.

5 Mr. Meadows, take a moment and look at
6 that. I'm going to try to find my copy of
7 it, so I can go over it with you right
8 quick.

9 Have you had a chance to read over that
10 letter, Mr. Meadows? Have you had a chance
11 to read the letter?

12 A I've read over it a little bit.

13 Q Okay. If you look down, it's dated
14 May 9, 2002. And it's referring to policy
15 number 053301047. It says: Dear Mr.
16 Meadows, we appreciate the confidence you've
17 placed in us. It is our pleasure to accept
18 you for coverage under this benefits plan.

19 We have enclosed your coverages of
20 insurance and ask that you read it
21 carefully. We want you to understand all
22 benefits available to you and your
23 dependants, as you review your coverages --

WILLIAM MEADOWS

1 and this is coverage with a parenthetical
2 line, s, and then closed parenthetical --
3 other insurance.

4 Please check the attached enrollment
5 application carefully. Are the answers to
6 the questions completely and accurately
7 recorded? If not, please notify us right
8 away.

9 We want your coverage of insurance to
10 be properly issued, so that when you call
11 upon the benefits provided, you can be
12 confident that they will be paid promptly
13 and accurately.

14 And in bold -- in the next paragraph --
15 this is the third paragraph in -- based on
16 the medical information received, it was
17 necessary for us to attach an exclusionary
18 endorsement to your coverage of insurance --
19 and that ends the bold -- depending on the
20 conditions, the exclusion may be
21 reconsidered in one year.

22 We will need your written request for
23 consideration of removal, along with such

WILLIAM MEADOWS

1 medical evidence, as may be available at the
2 time, which relates to the excluded
3 conditions.

4 To request the reasons for our
5 decision, send your written request to us
6 within ninety days of the date of this
7 letter. Is that what that part of the
8 document says?

9 A That's what I read.

10 Q Did you read this back in May of
11 2002?

12 A I don't remember if I did. Even --
13 even what I'm reading now, it still tells me
14 the same thing -- that after a period of
15 time, I'll be covered. I'm not going to be
16 covered until.

17 Q Well, it says: It was necessary for
18 us to attach an exclusionary endorsement to
19 your coverage of insurance, correct?

20 A I read that.

21 Q And you understand that?

22 A Yep.

23 Q And that's that document we looked

WILLIAM MEADOWS

1 at just a few minutes ago, the Henderson --
2 HEND 96, that says there's no coverage
3 for all the circulatory --

4 A Right.

5 Q -- conditions for you, and no
6 coverage for urinary conditions for your
7 wife, correct?

8 A Right.

9 Q Okay. And then it says, in the next
10 sentence of Defendants' Exhibit 4, that
11 we've discussed, in the third paragraph:
12 Depending on the conditions, the exclusion
13 may be reconsidered in one year.

14 We will need your written request for
15 consideration of removal, along with such
16 medical evidence, as may be available at the
17 time, which relates to the excluded
18 conditions.

19 Did you, within one year of May 9,
20 2002, request reconsideration of the
21 exclusion -- or the endorsement, that it
22 specifically excluded any conditions for
23 your heart or circulatory system?

WILLIAM MEADOWS

1 A No, because I was under the
2 impression of what I had back here, that it
3 was two years, and that I would be covered
4 after two years.

5 So I didn't pay any of this right here
6 any attention. I went by what was in the
7 paper that was highlighted.

8 Q But you agree with me that what you
9 were going by specifically states that if
10 it's identified by name or specific
11 condition, it's not a pre-existing
12 condition?

13 A Well, it may be the way it's -- to
14 me -- but to me, it was something that he
15 asked me. I told him the truth. I told him
16 that I had the condition. He wrote it down.
17 And when the paper came back: You were not
18 going to be covered for two years.

19 Q Okay. I understand that that's what
20 part of that says. But you agree with me
21 that that --

22 A I don't --

23 Q You do agree with me that the other

WILLIAM MEADOWS

1 part of that says, that if it's identified
2 by name or specific description, it's not a
3 pre-existing condition?

4 A Well, it wasn't the way I understood
5 it.

6 Q Okay.

7 A The way I understood it, he said --
8 did I ask -- did I have any pre-existing
9 condition. I said, well, we had that done.
10 And I told him that we had found some
11 blockage in the heart. So that was written
12 down.

13 And, like I say, when we got that --
14 got it back, it was highlighted for two
15 years. And my -- my understanding was, that
16 after the two years, we would be covered.

17 Q Was that understanding based on
18 solely reading that language?

19 A Well, he -- it seems like the
20 insurance -- the -- man told me that it
21 would be two years also, because he's the
22 one that -- somebody highlighted it for
23 us --

WILLIAM MEADOWS

1 Q Well --

2 A -- to make -- to make it, to where
3 he could show us.

4 Q Well, this letter says: Enclosed is
5 your coverage of insurance; does it not?

6 A Yeah.

7 Q So it looks like this was -- may
8 have been mailed to you?

9 A Well, it may have been. I don't
10 remember. But I do remember, when I looked
11 through seeing the pink, whether it was --
12 you know, I know that's been a while back.
13 And I don't -- I don't remember. But I do
14 know that that highlighted area caught my
15 eye.

16 Q Okay.

17 A And, like I said a while ago, if --
18 the two years, I assumed we were going to be
19 covered.

20 Q And you do agree with me that this
21 highlighted area specifically says
22 pre-existing condition means a medical
23 condition, sickness, or injury, not excluded

WILLIAM MEADOWS

1 by name or specific description?

2 A Yeah. Well, if that would be the
3 case -- I don't know.

4 Q But that's what --

5 A That's what that says.

6 Q And that's in the highlighted area
7 that you said you were relying on, right?

8 A Yep.

9 Q And you do know that -- and you've
10 known all long that you had an amendatory
11 endorsement, or an endorsement that excluded
12 coverage for your heart or your circulatory
13 system?

14 A For two years.

15 Q I understand that that's what you
16 thought.

17 A That's what I took it as.

18 Q But that's not what that document
19 says, is it?

20 A Well, when you go back, and you go
21 over the whole thing, one document says
22 you're not covered, but the other one says
23 -- gives a time frame.

WILLIAM MEADOWS

1 all right for two years, and then we'd --
2 we'll have the coverage, which we -- we was
3 over two years.

4 Q Okay. I'm talking over your head.
5 And I'm going to try to wait. Now, you did
6 receive this letter -- the May 9, 2002,
7 letter, right?

8 A I really don't know. But I'm
9 guessing it probably come in with part of
10 the doings. So, yes. I don't -- I don't --
11 like I say, I don't read everything.

12 Q And it says: Depending on the
13 condition, the exclusion may be reconsidered
14 in one year. We will need your written
15 request for consideration or removal, along
16 with such medical evidence, as may be
17 available at the time, which relates to the
18 excluded conditions, correct?

19 A Right.

20 Q It doesn't say anything in there
21 about in two years it's going to be gone,
22 does it?

23 A No, but this does. And that's what

WILLIAM MEADOWS

1 I refer back to every time. That's what I
2 go back to. That was the highlighted area
3 that -- that caught my attention. And that
4 was what I was under the impression that was
5 going to happen.

6 Q Okay. Do you remember anything else
7 that Mr. Milford told you that you've not
8 already told me?

9 A No.

10 Q Okay. Since -- you think that you
11 talked to Mr. -- you saw Mr. Milford on two
12 occasions. Since that point in time, have
13 you had any other conversations with him?

14 A No.

15 BY MR. LAMPKIN: Okay. There was
16 something about a tape that -- are you going
17 to make a copy of this for me?

18 BY MR. BRADSHAW: Uh-huh. (Counsel
19 indicates affirmatively.)

20 BY MR. LAMPKIN: We'll identify that
21 as Exhibit 5 to the deposition. So you just
22 get a copy made, and supply it to the court
23 reporter. We'll make that Exhibit 5.

WILLIAM MEADOWS

1 me what it is that you say that Mr. Milford
2 told you that is not true.

3 A The only thing, the coverage that I
4 was to understand -- you know, that I
5 understood that I would have after two
6 years.

7 Q Okay. Can you recall, specifically,
8 what he told you about that?

9 A No. But I can read -- I can go back
10 to the paperwork that's highlighted. And
11 that's what I go by. That's what I went by
12 was the highlighted area, that told me that
13 after two years I would be covered.

14 And that's what I've been -- that's
15 what I believed going into it. And that's
16 what I believed all the way to the -- I was
17 told that I wasn't covered.

18 Q But as to any specific statements
19 that Mr. Milford made, you cannot sit here
20 and tell me any specific statements that he
21 made --

22 A No.

23 Q -- on March 12th, 2002?

WILLIAM MEADOWS

1 A No.

2 Q And that's been, like you said,
3 almost four years ago. It gets kind of hard
4 to remember something back that far, doesn't
5 it?

6 A Especially whenever you're not a
7 hundred percent into it.

8 Q Okay. So whenever you got there,
9 you had other things on your mind. You were
10 just kind of listening; is that right?

11 A Well, similar.

12 Q So you were not paying as much
13 attention as you are here today?

14 A Probably not.

15 Q You're sitting there. He was
16 talking to you. Your wife was there. And
17 you were kind of half-listening; is that
18 right?

19 A Well, you might say that.

20 Q Would be that be a fair
21 characterization?

22 A Well, I try -- I tried to pay
23 attention. But, you know, I wouldn't -- I

WILLIAM MEADOWS

1 wouldn't say I was spaced out on cloud nine
2 somewhere.

3 Q I understand that. And then over
4 time, four years later, it makes it even
5 harder to remember?

6 A Yeah.

7 Q And as to anything specifically that
8 he told you, you just do not have any
9 recollection? What you're relying on is
10 what's in the policy and what was
11 highlighted; is that correct?

12 A That -- that's what got my attention
13 was the highlight. That's what made me
14 decide to go ahead with the policy.

15 Q Did Mr. Milford have the policy
16 there on that day, whenever he --

17 A I --

18 Q -- he was talking to you?

19 A I don't know. It's paperworks. And
20 I don't know what's what on paperworks. But
21 that right there let me know that I wouldn't
22 be covered for two years. And I knew that I
23 wouldn't be covered for two years. And

WILLIAM MEADOWS

1 remember, did he come to your house on one,
2 or two, or more occasions?

3 A I can't remember whether it was one
4 or two.

5 Q Okay. All right. This application,
6 which is attached to your policy, is
7 Defendants' Exhibit 3. I'm going to walk
8 around here. This is a little bit smaller
9 print than what we looked at earlier.

10 But Mr. Lampkin brought your attention
11 to C, up under declarations and agreement.
12 And he read it and asked you if that's
13 what's printed on here. And it says: The
14 agent does not have authority on behalf of
15 the company to accept the risk or to make,
16 alter, or amend a coverage, or to extend the
17 time for making any payments due such
18 coverage.

19 Now that I've sat here and read that to
20 you, do you understand what that means to
21 you?

22 A I understand what that says, yeah.

23 Q Okay. What does it mean to you?

WILLIAM MEADOWS

1 A Well, from what that says, the agent
2 himself cannot write a rider waiver --
3 whatever you want to call it.

4 Q Okay.

5 A It's got to come through -- I guess
6 through the company.

7 Q Okay. So he can't write the policy
8 while he's out there at your house; the
9 policy comes from the company?

10 BY MR. LAMPKIN: Object to the form
11 of the question.

12 Q (BY MR. BRADSHAW:) Is that what you
13 understand?

14 BY MR. LAMPKIN: Object to the form
15 of the question. That's recharacterizing
16 what the man just said. His testimony
17 speaks for itself.

18 (BY MR. BRADSHAW:) Is that what you
19 understand?

20 A Well, according to what I read here,
21 he can't write the policy, no.

22 Q Did Mr. Milford -- while he was
23 there, on any other copy of the application,

WILLIAM MEADOWS

REEXAMINATION

BY MR. LAMPKIN:

Q Mr. Milford, you had the policy with the endorsement, the letter -- the May 9 letter, and all that since 2002; have you not?

A I guess we have.

Q And you just told us -- you understood that that endorsement was kind of like something on car insurance that excludes something from coverage, right?

A Right.

Q Okay.

A And I also said, if you go back to the highlighted area, and it says for two years.

Q Yes, sir. I understand that you want to go back to the highlighted area. But the highlighted also says: Not excluded by name and specific description; does it not?

A Well, I don't know about the name

WILLIAM MEADOWS

1 and description and all. All I know is,
2 that it said it wouldn't cover -- I wouldn't
3 be covered for two years.

4 Q So whatever that highlighted section
5 says is what you were relying on?

6 A The highlight area told me that
7 after two years I'd -- the way I understood
8 it, that after two years I would be covered.

9 Q That's the way you understood it?

10 A That's the way I understand it.

11

12 REEXAMINATION

13

14 BY MR. BRADFORD:

15 Q Is that the way that Michael
16 Milford, the agent from Mega, represented it
17 to you?

18 A That's the way I understood it.

19 Q Is that the way he represented it to
20 you on that day?

21 BY MR. LAMPKIN: Ask and answered.
22 He said that's the way he understood it.

23 THE WITNESS: He told me that after